

III. REMARKS

Claims 1-10 are rejected under 35 U.S.C. 102(b) as being anticipated by Shear.

The present application describes a method for binding a program module where the module is selected and verified based on first tags and second call data provided with a module call. The method for how modules are signed and by whom they are signed is not the scope of the present application.

Shear relates to secure execution environment where load modules are digitally signed by trusted authority and where module certification is verified by the execution environment before it is loaded. Shear mostly concentrates on the method of signing the load modules and there are only a few general references as to how the actual loading is done. Column 6, lines 22-25, describes that signatures can be used to distinguish between load modules for different assurance levels, but Shear does not describe how this is achieved in detail.

The Examiner refers to Shear column 9, line 43-column 10, line 59, as the basis for the rejection of the present claim 1. This part of the text describes the process of signing the module and is not relevant because the present application does not describe how the signature to the module is formed but how it is verified during a module binding.

The Examiner also refers to column 20, line 1-column 21, line 5. The first half of this part of the specification describes a certification of a module to multiple assurance levels. Assurance level in Shear is a computing environment with certain

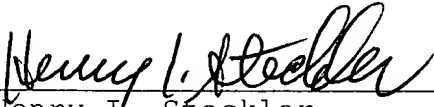
"build-in" security features. For example, assurance level 1 can be a system where overall security is handled only with software. Assurance level 2 is a hybrid of software and hardware security techniques, etc. The certification to multiple assurance levels just means that load module is encrypted differently for different assurance levels. Again, this relates to signing the module and is not relevant to the present claim 1.

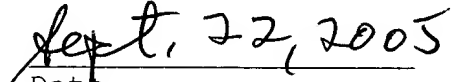
As Shear concentrates in signing the modules and describes the module loading process only on a general level, it cannot be considered as anticipating prior art. Specifically Shear does not teach that when binding the module, the program makes a call, provides the first tags and second call data, and the module to be bound is selected to be one which matches with the first tags and second call data transmitted in the call as recited in the claims.

For all of the foregoing reasons, it is respectfully submitted that all of the claims now present in the application are clearly novel and patentable over the prior art of record, and are in proper form for allowance. Accordingly, favorable reconsideration and allowance is respectfully requested. Should any unresolved issues remain, the Examiner is invited to call Applicants' attorney at the telephone number indicated below.

A check in the amount of \$450.00 is enclosed for a two-month extension of time. The Commissioner is hereby authorized to charge payment for any fees associated with this communication or credit any over payment to Deposit Account No. 16-1350.

Respectfully submitted,


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